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Seminole County School Board and Seminole Education Association, Inc. Amendment (1991)

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Seminole County School Board and Seminole Education Association, Inc. Amendment (1991)

Location

Seminole Co., FL

Effective Date

8-19-1991

Expiration Date

6-30-1993

Number of Workers

2300

Employer

School Board of Seminole County

Union

Seminole Education Association, Inc.

NAICS

61

Sector

Local government

Item ID

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Keywords

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Comments

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OFFICIAL AGREEMENT

BETWEEN THE

SEMINOLE EDUCATION ASSOCIATION, INC.

AND THE

SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA

1991-92

(Amended - March 24, 1992)



JUL 30 1992

6/93

30

SCHOOL BOARD OF SEMINOLE COUNTY

Nancy Warren, Chairman
Jeanne Morris, Vice Chairman
Barbara Kuhn, Member
Sandy Robinson, Member
Joseph Williams, Jr., Member

SUPERINTENDENT OF SCHOOLS

Richard C. Wells, Acting Superintendent

MANAGEMENT NEGOTIATIONS TEAM

Kenneth Bovio, Acting Chief Negotiator
Owen McCarron, Acting Chief Negotiator
Ted Barker, Principal, Greenwood Lakes Middle School
Darvin Boothe, Principal, Lake Brantley High School
James Neville, Principal, Spring Lake Elementary School
Phyllis Everett, Labor Relations Specialist

SEMINOLE EDUCATION ASSOCIATION NEGOTIATING TEAM

Helen Goodson, President

Nancy Wheeler, Chief Spokesperson
Helene Samango, UniServ Director

Tom Barnes, Lyman High School
Dave Daly, Lakeview Middle School
Helen Goodson, Sanford Middle School
Rick Harris, Oviedo High School
Lucy Jackman, Casselberry Elementary School
Ramona Manning, Pine Crest Elementary School
Gay Parker, Lake Howell High School
Diane Penn, Casselberry Elementary School

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Tentative Agreement
SEA/BOARD Special Master
Hearing 12/16/91

ARTICLE VII
COMPENSATION AND EXPENSES

A. Salary schedule for teachers is listed in Appendix C. Salary differentials other than those listed in Appendix C shall be found in Appendix B.

B. Summer school teachers, teachers as advisors in Summer In-service activity, Youth Conversation Corps Program teachers and teachers employed on extended contract will be paid on an hourly rate, exclusive of supplemental pay, based upon preceding year's contractual status times the number of hours and days they work.

C. Supplementary pay positions shall be those as set forth in Appendix B of this agreement. All supplements will be paid in accordance to provisions set forth in Appendix B.

D. Teachers on ten (10) month contract (196) days shall have the option of receiving their salaries in twenty-two (22) or twenty-six (26) equal installments with these stipulations:

1. Teachers who were not on the payroll during 1990-91 school year will be placed on the twenty-two (22) equal installment pay plan unless he/she notifies payroll in writing prior to the end of the third day of pre-school that he/she opts to be placed on the twenty-six (26) equal installment pay plan.

2. Teachers who were on the payroll during the previous school year may change their previous option provided he/she notifies payroll, in writing prior to the end of the third day of pre-school, of the option desired for the school year.

3. The determination of the number of checks shall continue in effect unless changed on the first pre-list of the ensuing year(s).

4. Payroll shall be distributed every other Friday unless otherwise indicated in the Pay Dates Schedule, Appendix E.

5. Summer school teachers and others employed beyond one hundred ninety-six (196) days shall receive their salaries at regular bi-weekly intervals as adopted by the Payroll Department.

E. Any teacher hired or transferred to another cost center after the end of pre-planning shall be given at least one (1) paid day to be used for preparation prior to assuming a teaching load.

F. A teacher who is not provided with an automobile and who is authorized to use his/her automobile in pursuance of assigned teaching duties and/or non-curricular duties, shall be reimbursed at the rate allotted state employees in accordance with Florida Statute 112. The Board shall not require teachers to transport students in their own automobiles on school-related activities.

G. Except as otherwise stated in this agreement, regular deductions from the employee's compensation in amounts as equal as possible, shall be deducted from each installment.

N. Vocational Teachers

Credit shall be given for verified work related experience for pay purposes in the same amount as required for certification in that subject area taught by the teacher. Up to four (4) years additional work related experience shall be granted upon proper verification.

I. Prior Teaching Experience

Effective 1968-1969 school year, one (1) year of teaching service credit is granted for each year of verified service in a school or college in which a bachelor degree or higher, or certification is required and is approved, certified or regulated by a state or regional accreditation agency. Credit shall not be granted for less than one half (1/2) of a contractual school year. The maximum teaching service credit which may be brought into the county is sixteen (16) years.

J. Up to two (2) years of service credit shall be granted for verified military service, prior to the expiration of the Selective Service Act, provided such service interrupted teaching or prevented the teacher from beginning teaching after having completed teacher training.

K. (1) In the event of a payroll error resulting in an underpayment to a teacher, the teacher shall be properly compensated retroactively. The retroactive period for back pay shall include the current year and up to a maximum of four (4) previous years. The teacher shall receive the appropriate back pay, once this is brought to the attention of the Payroll Department and the error is verified, at the end of the next payroll period.

(2) In the event of a payroll error resulting in an overpayment to a teacher, the teacher shall be notified in writing of such overpayment, noting the amount overpaid with an appropriate explanation. Repayment to the district shall be in a manner jointly agreed to by the Payroll Department and the employee, provided the total amount is repaid within a period of time not to exceed the length of time for which the overpayment was received. Repayment will be required for the period including the current year and up to a maximum of four (4) previous fiscal years.

(3) Beginning with fiscal year 1990-91, the annual gross salary and each supplement gross amount will be listed separately on each paycheck in addition to the listing of the total gross and net.

L. Each teacher employed in the following area of additional assignment will be paid as follows:

1. Curriculum Revision - he/she will be paid at the rate of fifteen dollars (\$15.00) per hour for days worked.

2. Summer In-Service Institute Trainee: he/she will be paid an hourly rate based upon the preceding year's contractual status, with twelve dollars (\$12.00) per hour maximum times the hours worked not to exceed hours specified in the Department of Education approval.

3. Summer In-Service Institute Instructor - he/she will be paid an hourly rate based upon the preceding year's contractual status, times the number of hours and days worked.

M. Any action to change a teacher from either continuing contract or professional service contract to annual contract shall not result in any reduction of compensation. Teachers employed in Seminole County subsequent to August 20, 1984 who have held a CC or PSC in another Florida County will be placed on the appropriate CC/PSC or CC-10/PSC-10 salary column based on verified experience, for pay purposes only .

N. Advanced Degrees

1. Salary adjustments shall be made for completion of advanced degrees earned during the school year upon receipt of the verification of the higher degree and proof of application to the Department of Education for upgrade of certificate. The effective date of adjustment shall be the completion date of said advanced degree.

2. Teachers who are pursuing a specific, planned doctoral degree in an area of certification shall be compensated at the Specialist level, to be titled M30 in the salary schedule, upon receipt of verification of completion of the thirty (30) semester hours of required course work towards said doctoral degree.

O. Calculation and Payment of Compensation

1. The annual salary as prescribed herein shall constitute the annual rate of pay for each position. The amount of compensation due for each pay period shall be determined by dividing such annual rate by the number of pay checks selected by the employee for the work year. Such amount shall represent the entitlement of the employee at the end of each pay period, provided the employee has been on duty or on eligible paid leave during each work day in the pay period.

2.a. In the event an employee should terminate during the contract year or take leave of absence prior to and including up to completion of his/her contract, the employee will be paid to contract by multiplying the daily rate of pay, as determined pursuant to "3" below, by the sum of the actual number of days for which the employee was on duty or on eligible paid leave.

b. In the event an employee should begin employment later than the first day required for the particular position, the employee will be paid for the number of days worked during the pay period in which employment begins "times" the daily rate as determined pursuant to "3" below, provided such amount does not exceed the regularly established bi-weekly rate for the employee.

3. In the event the employee has not been on duty or on paid leave for one (1) or more days, or fraction thereof, in the pay period, the compensation for that pay period shall be reduced for each day not worked or fraction thereof on the basis of a daily rate determined by dividing the annual rate of pay by the sum of the number of actual work days and paid holidays during the work year.

4. Fiscal year end calculation - upon activation of the TERMS System and thereafter, the Finance Department will activate a computer program that will calculate an employee's fiscal year payoff insuring that each employee is paid to their exact contract amount in their last regularly scheduled pay check for the fiscal year.

P. High School Seventh Class Period Day

A high school teacher regularly teaches a sixth (6th) class period or the weekly equivalent thereof, will be compensated on the teacher's hourly rate, exclusive of other supplemental pay for as long as the particular sixth (6th) period exists.

ARTICLE X
DAYS AND HOURS

A. Student Attendance Days

1. During the 1990-91 school year the School Board will determine the opening date of school and the 180 pupil attendance days for 1991-92 and 1992-93 traditional school years and will, thereafter, determine same on an annual basis for each successive fiscal year.

2. The School Board shall make this determination at the first regularly scheduled meeting in December of each year.

3. Prior to such determination the Association shall have the opportunity to participate in any district committee set up for the purpose of preparing the traditional school calendar. The Association may present its recommendations of student attendance days at the December Board meeting.

4. Negotiations on the remainder of the calendar shall begin at the earliest mutually agreed upon time following the Board's determination of student attendance days.

B. 1. The Board and the Association will establish within the school calendar a minimum of two (2) days to be used as pupil/teacher make-up days in the event it becomes necessary to close school due to emergencies resulting from, but not limited to the following: acts of God, energy crisis, civil disorders or other unforeseen emergencies.

2. The make-up date(s) will be the first established make-up day following the emergency closing.

3. In the event the make-up date(s) is designated during post-school and it does not become necessary to utilize this designated make-up day(s), said day(s) will be considered as a post-school work day.

4. If it becomes necessary to make-up more days than that designated in the school calendar, or day(s) specified have passed, the Superintendent after consultation with the Association will present to the Board the date(s) to be used as additional make-up day(s).

5. The FTP/NEA Representative Assembly day shall be a non-attendance day for students and teachers unless mutually agreed upon to be a make-up day. In such case the Association's representatives to the above convention shall be granted personal leave pursuant to Leaves and Temporary Duty Article.

C. Teachers shall be contracted for 186 days and shall work seven (7) hours per day exclusive of lunch, for 181 days as set forth in the school calendar. Teachers may be required to attend, without additional compensation, two (2) evening assignments involving parents and teachers as designated by the principal.

D. 1. During the regular school year, the regular lunch period for each teacher shall be no less than thirty (30) minutes in each work day, which shall be duty free, except in work centers where lunch is not available on the premises, no less than sixty (60) minutes shall be allowed. In work centers where the program will not permit a minimum thirty (30) minutes duty-free lunch, the teachers' work day shall be reduced by the amount of time lunch is not duty-free.

2. In situations where there is difficulty in providing duty-free lunch the Building Committee and the Principal shall meet to develop a feasible plan acceptable to the Principal in providing a duty-free lunch. If such plans developed, the Principal and the Building Committee will present the plan for a vote at a May Faculty Meeting. A vote of sixty-five percent (65%) shall be the determining factor for the ensuing year.

E. The beginning and ending of the regular teaching day may be varied to meet local needs.

F. Elementary teachers who are assigned regular classroom instruction upon the commencement of the student day shall be given ten (10) minutes at the beginning of the teacher's day in which no administrative duties will be assigned. The purpose of this time is to set up class, run off materials and help students, etc.

G. 1. Elementary school classroom teachers shall be given no less than forty (40) minutes per day or the weekly equivalent of forty (40) minutes per day for the planning and preparation of classroom work. The forty (40) minutes of scheduled planning time shall be continuous.

H. Secondary school classroom teachers shall be given one (1) period per day of the same length as a regular class period for planning and preparation of classroom work, or shall be given the weekly equivalent of one (1) period per day.

I. General faculty meetings shall be held no more than twice a month, except in cases of emergency and shall not exceed more than forty-five (45) minutes in length beyond the normal work day. Whenever possible, notice and a written agenda will be given to all faculty members at least twenty-four (24) hours prior to said meetings.

J. 1. The administration will endeavor to schedule ESE Staffing/Child Study Team meetings and/or IEP development meetings during the teacher(s) work day. In the event such meetings extend beyond the work day, the principal, may, whenever practicable, provide a shortened duty day at a subsequent date provided it does not require the utilization of a substitute.

2. To compensate teachers who are involved in parent conferences that extend beyond the normal work day, for the 1991-92 school year, teachers shall be given compensatory leave for one (1) day that can be taken during a non-student attendance day except for pre-school days and the last day of post-school. Application for this day shall be made ten (10) days in advance. Such compensatory leave shall be non-cumulative.

K. 1. For high schools, the three exam days at mid-year and at the end of the school year shall be designated as exam/early-release days for students.

2. a. In the event, early-release day(s) for students is determined by the Board, same will be included in Appendix D.

b. This time may include staff development activities (effective schools - effective teaching, etc.) as well as in depth work on analysing needs assessments and the development and implementation of a schools improvement plan.

c. On student early-release days instructional and planning time shall be reduced proportionately for that day.

JOINT COUNCIL (SEA) TENTATIVE AGREEMENT
July 16, 1991

ARTICLE XVII
OTHER FRINGE BENEFITS

A. INSURANCE SELECTION COMMITTEE

An Insurance Selection Committee of seventeen (17) members shall be established by the Superintendent. The purpose of the committee is to regularly study all aspects of the District's employee insurance programs, including application of the insurance trust fund monies, and make recommendations to the Superintendent. The committee shall contain no less than five (5) bargaining unit members selected by the Association president. The Insurance Selection Committee may meet at least once a month during the duty day provided this time does not remove the teacher from his/her pupil/teacher contact hours with his/her class.

B. HEALTH INSURANCE

The Board shall provide an insurance program for employees as follows:

1. One hundred percent (100%) of an individual single premium for a comprehensive health program for twelve (12) month coverage (October 1, 1991 thru September 30, 1992) for each employee who is working fifty percent (50%) or more of the fulltime position. Those employees hired prior to July 1, 1991 who have been provided with employer paid insurance benefits shall continue to receive said benefit as long as the employer/employee relationship exists. In the event that an employee enters service after the beginning of the contract year, the Board shall contribute so much of the annual single premium as will continue the employee's coverage until the end of the benefit year provided the employee shall remain employed until the end of the contract year in which he or she became employed. The comprehensive health program for 1991-92 will include \$15,000 life and \$15,000 accidental death and dismemberment insurance.

2. A school employee who is injured in the line of duty shall have his/her individual single premium, as specified above, paid by the Board until such time as a physician releases the employee to return to duty or until employment is terminated, whichever comes first.

3. When an employee who is on a sick leave of absence has used up his/her accrued sick leave days the Board will pay one (1) month's single member premium as stated above for the employee's Comprehensive Health Program.

C. In place of coverage as listed in "B.1." above at the option of the teacher, he/she, may apply the amount to a disability income plan (Board Carrier) or a Board approved Health maintenance Organization. The option selected for 1991-92 will include \$15,000 life and \$15,000 accidental death and dismemberment insurance.

D. CAFETERIA STYLE INSURANCE PLAN

1. The Board shall provide a cafeteria style insurance plan in accordance with Section 125 of the Internal Revenue Service Code. This plan is voluntary and all employees shall have the option to participate, provided such option is exercised during the designated enrollment period.

2. The optional benefits for 1991-92 are: dependent health coverage (hospitalization or HMO), additional life, cancer, dental and optical insurance. Once an employee has made a selection of benefits the employee may not change such selections during the plan year unless a change in family status occurs as defined by I.R.S. Rules.

3. For the 1991-92 fiscal year, the Board shall provide these additional options to the cafeteria plan:

- a. Dependent child care reimbursement accounts
- b. Dependent elder care reimbursement accounts

4. INSURANCE COMMITTEE STUDY

The first meeting of the Insurance Selection Committee shall be held no later than September 30, 1991. The committee shall, with the assistance of an Insurance Consultant, design and prepare plan specifications for a Comprehensive Health Insurance program, which will include but not be limited to a single carrier. The committee shall recommend to the Superintendent said specifications for bid in a timely manner as to allow implementation of the new plan in 1992-93 school year.

E. OPTIONAL INSURANCE

A teacher at his/her option may choose to purchase the following insurance, as offered by the Board designated carrier through payroll deduction:

- 1. Dental Insurance
- 2. Disability/Income Protection
- 3. Cancer Insurance
- 4. Vision Insurance
- 5. \$35,000 worth of life insurance and accidental death and dismemberment coverage.

F. OPEN ENROLLMENT PERIOD

1. An insurance open enrollment period shall be held annually at a time mutually agreed upon by the District and the Association.

2. No changes in the insurance selection will be made by the employee during the year except for changes such as marriage, divorce, death, additions or deletions to family.

3. a. In the event an employee withdraws participation in a particular plan, he/she will not be allowed to re-enter the plan during

the fiscal year.

b. Upon return from a Board approved leave without pay and after having failed to pay the insurance premium, in accordance with this agreement, that employee, upon proof of insurability, shall be entitled to single coverage health plan during the remainder of the benefit year provided the employee maintains an employee/employer relationship with the Board.

c. Should an employee default on payment of the insurance premium when on leave of absence and that employee returns from the leave and is able to prove insurability, said employee shall be given the opportunity to repay the defaulted premium prior to the end of the fiscal year. If repayment is made and the employee is not reappointed, the employee's insurance shall run through the end of the benefit year or at least through the time period for which default payment is made which shall not be less than the end of the fiscal year.

d. Upon return from an unpaid leave and after allowing his/her insurance to lapse, an employee who is unable to prove insurability, thereby making him/her ineligible for insurance coverage, will be enrolled in the Board Carrier Disability Income Policy for the remainder of the fiscal year provided the employee maintains an employee/employer relationship.

G. Those employees who are not enrolled in the Comprehensive Health Program, the HMO or Disability Income Policy (Board Carrier), shall receive \$15,000 life and \$15,000 accidental death and dismemberment insurance; however, the availability of such coverage to any individual shall be subject to the underwriting rules, including medical qualifications of the insuring carrier.

H. INSURANCE TRUST FUND

All monies in the insurance trust fund shall remain in the fund. All monies in the insurance trust fund, including interest earned on investments will be used for the support of direct costs of insurance benefits for employees.

I. RETIRED EMPLOYEES

Employees upon official retirement shall be allowed to purchase the group health and medical insurance policy adopted by the School Board at the Board rate.

J. WORKER'S COMPENSATION

Worker's Compensation is available to employees with work related injuries. Insurance is provided by the Board in accordance with Florida Statutes, Chapter 440. Employees who are injured while working shall report same to his/her immediate supervisor as soon as possible following the incident.

K. EMPLOYEE ASSISTANCE PROGRAM

The Board shall offer an Employee Assistance Program which will provide the employee the opportunity for confidential, professional assistance for personal problems affecting job performance.

L. TAX SHELTERED ANNUITIES

When requested by the employee, payroll deductions for tax sheltered annuities participation and/or deferred compensation will be provided by the Board. The handling of said deductions will be at no cost to the employee.

M. PAYROLL DEDUCTIONS

1. All payroll deductions provided for in this agreement, with the exception of Association dues, will be in equal installments in direct proportion to the number of installments that the employee's salary is paid.

2. In cases where the open enrollment period extends beyond the cut-off for the first payroll period, payroll deductions will be evenly distributed beginning with the second pay period.

N. CREDIT UNION

Payroll deduction for employee credit union participation, when requested by the employee, will be provided by the Board at no cost to the employee. Enrollment periods for the above will be at the employee's request with sufficient notification to the Payroll Department. Such deductions shall be transmitted within two (2) work days of the pay date to the Credit Union.

O. DIRECT DEPOSIT

1. The Board agrees to make available at the earliest date practicable, electronic direct deposit of employee's paychecks, to a qualified financial institution, provided the employee individually authorize the Board to do so. It shall be the employee's responsibility to complete the direct deposit authorization forms.

2. Authorization forms for direct deposit shall be available at all work sites and at the District Payroll Office. Direct deposit will be effective no later than thirty (30) business days (work days for District Office employees and bank employees) following the receipt of the correctly completed authorization form in the District Payroll Office. The authorization form shall allow the employee to direct monies to the bank of his/her choice, via the automated clearing house in the amount of his/her total net pay in compliance with Banking Regulations.

P. RETIREMENT TERMINAL PAY

1. Upon official retirement, an employee will receive terminal pay for unused sick leave days at the daily rate of pay, at the time of retirement, multiplied by 50 percent times the number of days of accumulated sick leave. In the event the employee has an excess of 120 accumulated sick leave days excluding sick leave transferred into Seminole County, and providing the employee has in excess of 12 years of service in Seminole County, the employee will receive terminal pay for unused sick leave days at the daily rate of pay multiplied by 75 percent times the number of days of accumulated sick leave for that number of days in excess of 120 accumulated sick leave days.

2. Upon the death of an employee, his/her beneficiary will receive terminal pay for unused sick leave days in an amount determined as follows:

a. During the first 3 years of service in Seminole County, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.

b. During the next 3 years of service in Seminole County, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.

c. During the next 3 years of service in Seminole County, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.

d. During the next 3 years of service in Seminole County, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.

e. During and after the 13th year of service in Seminole County, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave up to 120 days inclusively and 75 percent times the number of days of accumulated sick leave in excess of 120 days excluding sick leave transferred into Seminole County.

3. Official retirement will mean the filing of an application to the Department of Administration, Division of Retirement for full or reduced benefits.

4. To be eligible for the benefit, the staff member must have been employed by the School Board of Seminole County at the time of retirement or death.

Q. EARLY RETIREMENT COMMITTEE STUDY

The Board agrees to employ a benefits consultant to develop guidelines, in consultation with the committee, for a Tax Sheltered Early Retirement Annuity Plan for teachers. The guidelines will be submitted to the Superintendent and the Association for consideration during the 1992 negotiations. The committee shall consist of three (3) teachers selected by the Association and three (3) administrators selected by the Superintendent.

SEA/Board
TENTATIVE AGREEMENT
January 24, 1992
Special Master's Report

ARTICLE XVIII
SUMMER SCHOOL HIRING PROCEDURES

A. Pursuant to Chapter 447, Florida Statutes, the School Board will determine the school sites for its operation of the Summer School Program.

B. Summer school teacher application forms shall be made available to teachers in each school no later than May 1. Application forms shall include blanks for teachers to list their areas of certification, years of experience and blanks for desired summer school centers.

C. Effort will be made to place middle school teachers into middle school summer classes and high school teachers into high school classes. Those teachers with dual certification may be used at either level.

D. Effort will be made to fill summer school teaching positions with in-field certified teachers.

E. Applicants for summer school positions must have worked during the previous year in Seminole County or must have been recommended for appointment the ensuing year, except in the situation where a particular course must be taught and no Seminole County teacher, who is certified in the particular field, has made application for summer teaching employment.

F. Teachers shall be paid a summer school day's salary if they are requested to report to work in the summer session and there are not enough students to justify the continuance of the class.

G. 1. Summer school sites shall be posted at each work site no later than May 1 of each year.

2. Summer school hiring shall be based upon the following:

- a. area of certification
- b. satisfactory evaluation for the previous year
- c. years of experience in the county
- d. years of experience in the school
- e. teaching experience in the subject and level for which the teacher has applied
- f. past experience as a summer school teacher

3. Each Summer school teacher will be evaluated by the cost center supervisor or designee. A teacher receiving an unsatisfactory evaluation would be ineligible for Summer employment for the following Summer session.

H. Principals will endeavor not to have to require Summer school teachers to sacrifice planning time to supervise students who must make up time due to absence.

I. The Board agrees to pilot the following procedures during the Summer School Session for 1992 in two high schools:

1. One-half (1/2) a Summer school teacher day will be provided for pre-planning.

2. One-half (1/2) a Summer school teacher day will be added to the end of the last student attendance day for post-planning.

3. Teachers hired after the pre-planning day will receive only the post-planning one-half (1/2) day as per Section 2. above.

The Board and the Association will receive a report from each of the pilot schools within five (5) workdays following the end of Summer school pertaining to the impact of the procedures piloted.

J. The Board and the Association mutually agree to re-open this Section for the 1992-93 negotiations.

ARTICLE XXXIII
YEAR ROUND EDUCATION

A. Duration

This article shall be effective July 1, 1991 through June 30, 1992 and applies to Lawton Elementary teachers only.

B. Out Out

PSC and CC teachers shall be given the opportunity to request a transfer prior to the implementation of the YRE Calendar. Teachers shall notify the school administration in writing of their intent to transfer no later than March 15 of the year prior to implementation of the year-round calendar. PSC and CC teachers who file a request will be guaranteed a transfer to an in-field assignment and will receive assistance in being placed by the District administration only prior to the implementation year.

C. Annual Contract Teachers

1. All annual contract teachers employed at a year-round school shall be formally observed in the classroom (or the appropriate area if they are not classroom teachers) at least once in each of the ninety student contact days during the school year. The second evaluation shall be completed by April 1. Each formal observation shall be for no less than thirty minutes.

2. Prior to May 15, no teacher from outside the system will be employed in a YRE school until the annual contract teacher has been given an opportunity to apply for the desired vacancy(ies), provided there are annual contract teachers who meet qualifications and requirements for the vacant position(s).

D. Substituting

For only the 1991-92 school year, teachers who are on active duty at Lawton Elementary School shall be paid their regular hourly rate, exclusive of supplemental pay, if they perform substitute duties during intersessions. First preference for substituting shall be given to the teacher whose regular classroom assignment is in the grade where a substitute is needed. Teachers will be called on a rotating basis for grades other than those which they are normally assigned to teach. This shall apply only to Lawton teachers substituting at Lawton.

E. Compensation

1. YRE teachers shall be paid in 26 equal installments.

2. A teacher who is off track may pick up his/her paycheck at Lawton Elementary on the regular designated payday, or the school may mail the check to the employee on the designated pay day.

F. Selection of Tracks

1. Teachers will submit three (3) choices in priority order of the tracks they wish to work the following year. Choices will be submitted to the administration by March 15. Whenever possible, teachers will be given their first priority. If more individuals select a track than places are available, a lottery will be held to select those for the priority track. Those not selected for their first choice will automatically receive their second choice unless there are more people than slots. Then the lottery procedure will be followed for the remaining tracks in alike manner. There will be a lottery to determine the order of the tracks being filled.

2. Teachers will be notified of assigned tracks no later than April 15.

3. A teacher whose child attends the same YRE school as his/her place of employment shall be guaranteed, if requested, that both the teacher and his/her child(ren) will be placed on the same track.

G. Classroom Assignment

Classrooms shall be assigned on a rotating basis. Should a team decide unanimously to have a roving teacher, a volunteer from that team shall be the roving teacher. If no volunteer is available, rooms shall be assigned by rotation.

H. Guidance Counselors

1. The guidance counselor shall work 196 days with an extension of either 35 or 45 additional days. This option shall be selected at re-appointment time of the previous school year. If the counselor opts for a 35 day extended contract, he/she shall select the 10 unpaid days off from the student attendance days, and the days shall be mutually agreed upon by the counselor and the administrator. These days may be selected throughout the school year.

2. In the event the teacher transfers to a traditional calendar school or the school returns to traditional calendar status, there shall be no expectation of continued extended employment.

I. Elementary Curriculum Specialist and Media Specialist

The elementary curriculum specialist and the media specialist will work a 4-day work week of 196 days which shall encompass the adopted YRE calendar.

J. Art, Music and P. E. Teachers

1. Based on the staffing formula, art, music and physical education teachers will work 196 days per school year. By unanimous decision of the P.E., art, and music teachers and with the agreement of the principal, the P.E., art, and music allocation may be reduced by one unit and provide for 35 or 45 additional days of extended contract for the remaining P.E., art, and music teachers. This option shall be selected at re-appointment time of the previous school year. If a teacher opts for 35-day extended contract, he/she shall select the 10 unpaid days off from the student attendance days and the days shall be mutually agreed upon by the teacher and the administrator. These days may be selected throughout the school year.

2. In the event the teacher transfers to a traditional calendar school or the school returns to traditional calendar status, there shall be no expectation of continued extended employment.

K. Exceptional Student Education Teachers

1. ESE resource teachers will work a 4-day work week of 196 days which shall encompass the adopted YRE calendar.

2. All teachers of ESE self-contained classes will work a single track of 196 days.

L. Staff Development Recommendations

It is the recommendation of the committee that a presentation be made to the Staff Development Office in an effort to restructure the Staff Development offerings to include the availability of all-in-services at times that accommodate the year-round and traditional calendars. Further, the in-service components and course offerings developed for the staff of year-round schools shall be continued. It is also recommended that consideration be given to scheduling the Summer In-Service Institute so that it is available to teachers who are employed at year-round schools.

M. A YRE Committee will be formed which will include two (2) SEA representatives selected by the SEA President from each of the schools designated by the Board for the YRE calendar during the 1992-93 school year, the business agent for the SEA and an equivalent number of administrators. The committee shall meet at a mutually agreed upon time for the purpose of recommending guidelines to the Board and the Association for the YRE 1992-93 school year negotiations. Consultants shall be able to attend for information purposes but shall have no voting rights nor take part in consensus decision making.

N. Nothing contained in this Article shall be considered to be the establishment of past practice.

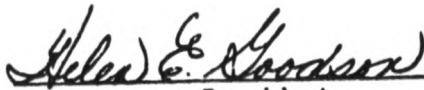
AMENDED ARTICLES

The following amended articles shall become effective August 19, 1991 and shall be implemented on the date it is signed by both parties, and shall continue until June 30, 1993.

Compensation and Expenses
Days and Hours
Other Fringe Benefits
Summer School Hiring Procedures
Year Round Education

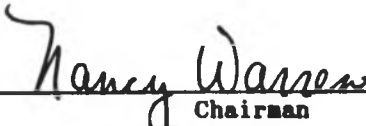
The foregoing amended articles were ratified by the Seminole Education Association, Inc., the 16th day of March, 1992, and by the School Board of Seminole County, Florida the 24th day of March, 1992.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed and sealed the 24th day of March, 1992.



President

Seminole Education Association, Inc.



Chairman

School Board of Seminole County, Florida

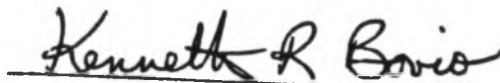


Chief Negotiator and Executive Director,
Seminole Education and Association, Inc.



Superintendent

School Board of Seminole County, Florida



Chief Negotiator,

School Board of Seminole County, Florida

**APPENDIX B
1991-92
SUPPLEMENTS**

Supplements are paid for assigned duties beyond the normal work day.

Additional compensation shall be paid to those individuals who hold the position listed below. The figures given represent percentages of the base salary as contained in Appendix C.

Maximum supplement(s) to be paid any teacher shall not exceed .2825 of base (\$5,650.28).

**I. SUPPLEMENT SCHEDULE FOR INSTRUCTIONAL
POSITIONS**

Payment for the following positions will be included in the teacher's regular salary check and will be reflected as part of the annual salary.

	<u>INDEX</u>	<u>AMOUNT</u>
Attendance Assistant, Visiting Teacher	.0471	\$ 942.04
Curriculum Representative - Primary	.0565	1,130.05
Dean	.0942	1,884.09
Guidance Counselor	.0659	1,318.06
High School Band Director	.1601	3,202.16
High School Chorus Director	.0848	1,696.08
Homebound Chairman	.0659	1,318.06
School Social Worker I	.1130	2,260.11
School Social Worker II	.0471	942.04
Staffing Specialist	.0659	1,318.06

II. EXTRA-CURRICULAR, ATHLETIC COACHES AND OTHER SUPPLEMENTS

The Board and the Association agree that extra-curricular and coaching positions are not considered hours, wages, terms and conditions of employment of the classroom teacher as certified in the Bargaining Unit. The Board and the Association agree to include extra-curricular supplemental pay and seasonal schedules for pay purposes as a part of this agreement. All other matters related to extra-curricular and athletic coaching duties are not considered a part of this agreement and shall remain within the purview of the Board.

A. EXTRA CURRICULAR AND OTHER SUPPLEMENTS

Payment for the following supplements will be included in the teacher's regular salary checks.

	<u>INDEX</u>	<u>AMOUNT</u>
Academic Games Sponsor (limit one per high school)	.0377	754.03
Curriculum Representative	.0565	1,130.05
Discretionary Supplements (Per school: HS-10, MS-3, ES-2)	.0188	376.01
Drama Coach (At least 2 Major Productions)	.0848	1,696.08
Future Educators Club Sponsor	.0188	376.01
High School Newspaper Sponsor	.0565	1,130.05
High School Yearbook Sponsor	.1413	2,826.14
High School Yearbook Sponsor (Halftime)	.0706	1,412.07
Peer Teacher	.0565	1,130.05

B. SUPPLEMENT SCHEDULE FOR ATHLETIC COACHES

1. Payment for the following coach positions will be included in the teacher's regular salary checks:

	<u>INDEX</u>	<u>AMOUNT</u>
Athletic Director or Business Manager	.1800	3,600.18
Assistant Athletic Director	.0942	1,884.09
Trainer (Certified)	.2355	4,710.23
Intramurals Coach	.0565	1,130.05

2. Payment for the following coach positions will be distributed for the particular sport during the course of the sport as scheduled in C. below. Such supplement will be distributed in equal payments on the second pay date of each month.

<u>SPORT</u>	<u>INDEX</u>	<u>AMOUNT</u>
<u>FOOTBALL</u>		
Head Coach	.1601	3,202.16
Assistant Coach	.1130	2,260.11
<u>BASKETBALL</u>		
Head Coach	.1413	2,826.14
Assistant Coach	.1130	2,260.11
<u>BASEBALL</u>		
Head Coach	.1225	2,450.12
Assistant Coach	.0942	1,884.09
<u>BOWLING</u>		
Head Coach	.0848	1,696.08
<u>SOFTBALL</u>		
Head Coach	.1225	2,450.12
Assistant Coach	.0942	1,884.09

	<u>INDEX</u>	<u>AMOUNT</u>
<u>TRACK</u>		
Head Coach	.1225	2,450.12
Assistant Coach	.0942	1,884.09
Cross Country	.0942	1,884.09
<u>SWIMMING</u>		
Head Coach	.0942	1,884.09
Assistant Coach	.0754	1,508.07
<u>GOLF</u>	.0848	1,696.08
<u>TENNIS</u>		
Head Coach	.0848	1,696.08
Assistant Coach	.0659	1,318.06
<u>WRESTLING</u>		
Head Coach	.1225	2,450.12
Assistant Coach	.0942	1,884.09
<u>SOCCER</u>		
Head Coach	.1225	2,450.12
Assistant Coach	.0942	1,884.09
<u>WEIGHTLIFTING</u>	.0659	1,318.06
<u>VOLLEYBALL</u>		
Head Coach	.0848	1,696.08
Assistant Coach	.0659	1,318.06
<u>DANCE TEAM DIRECTOR</u>	.0942	1,884.09
<u>HEAD CHEERLEADER SPONSOR</u>	.0942	1,884.09
Assistant Cheerleader Sponsor	.0471	942.04
<u>GYMNASTICS</u>	.0848	1,696.08

3. If an employee resigns or separates employment for any reason before completing the duties required to receive full supplement, an adjustment will be made based upon the daily rate of pay for the supplement times the number of days worked in the designated coaching season.

4. Ten percent (10%) of the football supplement will be withheld to be paid upon completion of Spring practice.

C. SEASON SCHEDULE

(SEASON)

Football (4½ Months)

Basketball (4 Months)

Baseball (3½ Months)

Bowling (3 Months)

Track (3½ Months)

Swimming (3 Months)

Golf (3½ Months)

Tennis (3 Months)

Cross Country (3 Months)

Soccer (3½ Months)

Wrestling (3½ Months)

Volleyball (3 Months)

Softball (3½ Months)

Gymnastics (4 Months)

Weightlifting (3 Months)

Drill Team (3½ Months)

Cheerleader (6½ Months)

(TIME)

Mid-August Through November
(and Spring Practice - May)

November Through February

Mid-January Through April

Mid-August Through Mid-November

Mid-January Through April

Mid-August Through Mid-November

Mid-January Through April

Mid-January Through Mid-April

Mid-August Through Mid-November

November Through Mid-February

November Through Mid-February

Mid-August Through Mid-November

Mid-January Through April

January Through April

January Through March

Mid-August Through November

Mid-August Through February

SALARY SCHEDULE FISCAL YEAR 1991-92
BASE OF = 20,001.00
TEACHERS

[illegible]

An additional \$300.00 longevity increment will be given to each teacher with 20 or more years of experience. A one-time non-recurring sum of \$300.00 will be given to those teachers who did not receive an annual increment for the 1991-92 school year only.

APPENDIX C
SALARY SCHEDULE FISCAL YEAR 1991-92
BASE "Y" = 20,001.00
TEACHERS

RANK 1A / SPECIALIST / M30

INDEX	CC/PSIC INDEX
1	24.0000
2	24.0000
3	24.0000
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CC-10/PSIC-10

**SCHOOL
PSYCHOLOGIST
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RANK I / DOCTORATE

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**CC-10/PSIC-10
INDEX**

**SCHOOL
PSYCHOLOGIST
INDEX**

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29	26.0000
30	26.0000

An additional \$300.00 longevity increment will be given to each teacher with 20 or more years of experience.
 A one-time non-recurring sum of \$300.00 will be given to those teachers who did not receive an annual increment for the 1991-92 school year only.

APPENDIX D

THE SCHOOL BOARD OF SEMINOLE COUNTY

TENTATIVE SCHOOL CALENDAR 1991-92 (Subject to Negotiations)

	<u>BEGIN</u>	<u>ENDS</u> (End of Day)
Pre-School Planning	Aug. 19	Aug. 23
Teacher Staff Development	Aug. 21	
Opening of School	Aug. 26	
Labor Day Holiday	Sept. 2	
Teacher Staff Development	Oct. 18	
End of 1st Grading Period (47 Days)	Oct. 31	
Teacher Work Day/Staff Development Day	Nov. 1	
Thanksgiving Holiday and Vacation	Nov. 28	Nov. 29
Winter Vacation	Dec. 23	Jan. 3
New Year's Day Holiday	Jan. 1	
Classes Resume	Jan. 6	
End of 2nd Grading Period (43 Days)	Jan. 17	
Student Non-Attendance Day	Jan. 20	
Teacher Work Day/Staff Development Day	Jan. 21	
Student Non-Attendance Day	Feb. 17	
End of 3rd Grading Period (45 Days)	Mar. 23	
Teacher Work Day/Staff Development Day	Mar. 26	
Student Non-Attendance Day/Make-up Day, if Needed	Mar. 27	
Spring Vacation	Apr. 13	Apr. 17
Classes Resume	Apr. 20	
Student Non-Attendance Day/Make-up Day, if Needed	May 8	
Memorial Day Holiday	May 23	
Last Day of Attendance (45 Days)	June 9	
Graduation	June 9, 10, 11 (School Option)	
Post-School Planning	June 10	June 11
<u>Summer Session - 1992</u>		
5 Day Week	June 22	Aug. 3 (Excluding July 3)
4 Day Week	June 22	July 30 (Excluding July 2)

**TENTATIVE AGREEMENT
JULY 22, 1991**

APPENDIX E (SEA)

PAY DATES 1991-92

Aug. 30	Jan. 31
Sept. 13	Feb. 14
Sept. 27	Feb. 28
Oct. 11	Mar. 13
Oct. 25	Mar. 26
Nov. 8	Apr. 10
Nov. 22	Apr. 24
Dec. 6	May 7
Dec. 20	May 22
Jan. 6	June 5
Jan. 17	June 11

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MARCH 20, 1991

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

RECEIVED
MAR 21, 1991
EMPLOYEE
RELATIONS

Superintendent
County of Seminole
School Board
Sanford , FL. 32771

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1990

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Seminole County FL Sch District

WITH EDUCATION ASSOCIATION; NATIONAL
FLORIDA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 5,000
2. Number and location of establishments covered by agreement 1211 Mellonville Avenue, Sanford, Florida 32771
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date Effective date - August 15, 1990- June 30, 1993

Ernest Cowley

Ernest H. Cowley, Chief Negotiator

407/322- 1252 Ext. 210

Area Code/Telephone Number

Your Name and Position

1211 Mellonville Avenue

Sanford, Florida 32771

Address

City/State/ZIP Code